

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION**

WOW air LLC,

Plaintiff / Counterclaim-
Defendant,

v.

Mark R. Pond,

Defendant / Counterclaim-
Plaintiff.

Civil Action No. 1:20-cv-01556-AJT-JFA

MEMORANDUM IN SUPPORT OF MOTION TO WITHDRAW

The law firm of Gibson, Dunn & Crutcher, LLP and all of its attorneys who have made an appearance in this matter, including, without limitation, Jason Schwartz, Daniel Weiss, Brian Andrea, and Zoë Klein (collectively, “Gibson Dunn”) submit this memorandum in support of their motion for leave to withdraw as counsel for WOW air LLC (“WOW”) pursuant to Local Rules of Civil Procedure 7 and 83.1(G).

Gibson Dunn initially moved to withdraw as counsel on May 11, 2021, citing a breakdown in communication and cooperation that prevented Gibson Dunn from fulfilling its role as counsel to WOW, as well as WOW’s failure to pay its bill as agreed. This Court denied Gibson Dunn’s motion without prejudice. Subsequently, on May 21, 2021, the Court granted Mark Pond’s motion to enforce the settlement agreement, ordering WOW and its Chairman to deliver the settlement sum, together with fees and costs, within three days.

Gibson Dunn immediately shared the Court’s Order with WOW and its Chairman. In addition, Gibson Dunn also immediately shared with WOW and its Chairman Mark Pond’s motion

to show cause why WOW air LLC and its Chairman Michele Roosevelt Edwards should not be held in contempt of court. Nonetheless, the breakdown in communication and cooperation between Gibson Dunn and WOW has persisted. This continued breakdown prevents Gibson Dunn from fulfilling its role as counsel to WOW.

This Court has permitted counsel to withdraw its representation where communications are strained and where the client does not comply with its fee arrangement. *See NGM Ins. Co. v. Secured Title & Abstract, Inc.*, Civil Action No. 3:07CV536, 2008 WL 1826032 (E.D. Va. Apr. 23, 2008). WOW will not be prejudiced if this Court grants this motion because there are no impending discovery or trial deadlines.

Accordingly, Gibson Dunn respectfully requests that this Court permit them to withdraw as counsel for WOW in the above-captioned matter.

Respectfully submitted,

Dated: June 18, 2021

/s/ Jason C. Schwartz
Jason C. Schwartz, Va. Bar No. 43635
Daniel Weiss (*pro hac vice*)
Zoë Klein (*pro hac vice*)
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CERTIFICATE OF SERVICE

I hereby certify that on the 18th day of June 2021, I electronically filed the foregoing with the Clerk of the Court for the Eastern District of Virginia using the CM/ECF system, which sent a notification of such filing (NEF) to the following:

Evan R. Smith
COGENT LAW GROUP LLP
1875 K St. N.W. 4th Fl.
Washington, DC 20006
esmith@cogentlaw.co
Telephone: 202.644.8880
Facsimile: 202.644.8880

I further certify that I will direct this document to be served on WOW air LLC by overnight mail to the following address:

WOW air LLC
45025 Aviation Drive, Suite 150
Dulles, Virginia 20166
Attention: Michele Roosevelt Edwards

/s/ Jason C. Schwartz
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